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Attorneys for Defendant, Credit Managers Association  
of California, Inc., dba CMA Business Credit Services,  
a California non-profit corporation

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

**SINDICATO DE EMPLEADOS Y**  
**TRABAJADORES DE LA INDUSTRIA,**  
**EL CAMPO Y EL COMERCIO DEL**  
**ESTADO 29 C.R.O.M., a Mexican labor**  
**union, and SINDICATO NUEVA**  
**GENERACION DE TRABAJADORES DE**  
**BAJA CALIFORNIA C.R.O.C., a Mexican**  
**labor union,**

**Plaintiffs**

**v.**

**CREDIT MANAGERS ASSOCIATION**  
**OF CALIFORNIA, INC., dba CMA**  
**BUSINESS CREDIT SERVICES, a**  
**California non-profit corporation,**

**Defendants.**

Case No. 07CV2365

**DECLARATION OF SAMUEL J.**  
**ROMERO IN SUPPORT OF**  
**DEFENDANTS' OPPOSITION TO**  
**PLAINTIFFS' EX PARTE APPLICATION**  
**FOR A TEMPORARY RESTRAINING**  
**ORDER AND PRELIMINARY**  
**INJUNCTION**

I, Samuel J. Romero, declare and state as follows:

1. I am an associate with the law firm of Shulman Hodges & Bastian LLP, counsel  
for Defendants I am an associate with the law firm of Shulman Hodges & Bastian LLP, counsel  
for Defendants Credit Managers Association of California, Inc., dba CMA Business Credit  
Services, a California non-profit corporation. I make this declaration in support of the  
Opposition to Plaintiffs' Ex Parte Application for a Temporary Restraining Order and  
Preliminary Injunction.

1           2.     The underlying state court proceeding which Plaintiffs seek to enjoin is  
2 dissolution of marriage proceeding that was commenced by Allen Jones on April 3, 2002 (the  
3 "State Court Action"). Attached hereto as Exhibit "A" is a true and correct copy of the  
4 Memorandum of Points and Authorities to the Receiver's December 21, 2007 Motion.

5           3.     On April 5, 2007, after five years of proceedings, Mrs. Mary Kay Jones moved  
6 for the appointment of a receiver over certain entities in which Mr. Jones had a partial or  
7 complete interest.

8           4.     Among these entities were Flex Trim California Inc. ("FTC"), Flex Trim North  
9 Carolina, Inc. ("FTNC", and collectively with FTC "Flex Trim Entities"), and two Mexican  
10 corporations, Alissimo, S.A. de C.V. ("Alissimo") and Resinas Luguna, S.A. de C.V. ("Resinas  
11 Laguna").

12          5.     In conjunction with the motion, Mrs. Jones provided supporting exhibits and  
13 declarations, and Mr. Jones provided an opposition and opposing declarations which were  
14 considered by the state court.

15          6.     On May 11, 2007, the state court appointed Dennis M. Murphy as receiver over  
16 the entities over which Mr. Jones had a partial or complete interest as set forth in the minute  
17 order attached to the Receiver's December 21, 2007 Motion as Exhibit "B." Attached hereto as  
18 Exhibit "B" is a true and correct copy of Exhibit "B" to the Receiver's December 21, 2007  
19 motion.

20          7.     On May 22, 2007, the state court signed its written order appointing the Receiver.  
21 Attached hereto as Exhibit "C" is a true and correct copy of the state court's May 22, 2007  
22 Motion.

23          8.     Notwithstanding the appointment of the Receiver, Mr. Jones, purporting to act for  
24 the Flex Trim Entities, on or about May 21, 2007, assigned Flex Trim Entities' assets to  
25 Defendant and commenced a proceeding referred to as an "Assignment for Benefit of Creditors."

26          9.     Although the timing of this assignment was suspicious to the Receiver as stated in  
27 the Receiver's filed documents, the Receiver did not immediately contest the validity of the  
28 assignment because the Flex Trim entities were in financial distress.

1           10.     Given Defendant's mandate to liquidate the Flex Trim entities' assets, Defendant  
2 ran an auction process whereby it sold the Flex Trim Entities to the highest bidder.

3           11.     On August 24, 2007, the court approved the sale pursuant to an ex parte  
4 application brought by the Receiver.

5           12.     Defendant has reached an agreement with the Receiver which adequately protects  
6 the interest of multiple parties, including the Plaintiffs, by allowing Defendant to pay  
7 administrative, attorney and outside agent fees, priority claims, general unsecured employee  
8 claims, and general undisputed claims, and to place the remaining proceeds from the sale of the  
9 Flex Trim entities' assets in the control of the Receiver that was appointed by the state court.  
10 Rather, the Receiver requests authority from the state court in the December 21st calendared  
11 Motion for Defendant to distribute to the Receiver any remaining funds which must be held in a  
12 segregated account pending further order of the court. The Receiver has authority only to hold  
13 these monies until a further order of the state court is entered.

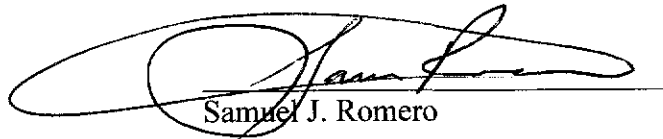
14           13.     The Alissimo and Resinas Laguna's corporate documents provide that Mr. Jones  
15 was the sole administrator of both Alissimo and Resinas Laguna with all plenary powers required  
16 by Mexican law to administrate the entities, litigate and collect payments for the entities, and to  
17 take any necessary acts commensurate with ownership. Attached hereto as Exhibit "D" and "E"  
18 is a true and correct copy of corporate documents for Allissimo and Resinas Laguna. At all  
19 relevant times set forth in the these documents, Mr. Jones has had plenary power to intervene for  
20 both Alissimo and Resinas Laguna in the underlying action and make a claim for violation of due  
21 process. Through Mr. Jones, Alissimo and Resinas Laguna have had notice, opportunity to  
22 object and due process throughout the entire state court proceeding. Defendant is informed and  
23 believe that the Receiver has not taken actions to shut down Alissimo and Resinas Laguna, nor  
24 has it taken possession of Alissimo and Resinas Luguna's warehouse without legal process, or  
25 frozen their bank accounts.

26           14.     Alissimo and Resinas Laguna have been afforded notice of the December 21,  
27 2007 motion and have been given notice and the opportunity to be heard in the state court action.

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1           15. As set forth in the proof of service to the Receiver motion, Mr. Jose Corral and  
2 Mr. Francisco Elorza were served a copy of the December 21, 2007 motion by express mail on  
3 December 13, 2007. Attached hereto as Exhibit "F" is a true and correct copy of the proof of  
4 service to the Receiver's Motion.

5           I declare under penalty of perjury under the laws of the United States of America that the  
6 foregoing is true and correct. Executed this 20<sup>th</sup> day of December, 2007.

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9 Samuel J. Romero  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Foothill Ranch, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 26632 Towne Centre Drive, Suite 300, Foothill Ranch, California 92610. On December 20, 2007, I served the documents named below on the parties in this Action as follows:

DOCUMENT(S) SERVED: **DECLARATION OF SAMUEL J. ROMERO IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFFS' EX PARTE APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

SERVED UPON:

**Counsel for Plaintiffs**

Guillermo Marrero  
Joshua J. Richman  
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San Diego, CA 92101  
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☐ (BY FACSIMILE) The above-referenced document was transmitted by facsimile transmission and the transmission was reported as completed and without error. Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list.

☐ (BY OVERNIGHT DELIVERY) I am readily familiar with the practice of Shulman Hodges & Bastian LLP for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express or Overnite Express for overnight delivery or by Express Mail via the United States Postal Service.

☒ (BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the persons at the e-mail addresses as listed above and/or on the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ (BY PERSONAL SERVICE) I delivered to an authorized courier or driver authorized by ASAP Corporate Services, Inc. to receive documents to be delivered on the same date. A proof of service signed by the authorized courier shall be filed upon receipt from ASAP Corporate Services, Inc.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 20, 2007, at Foothill Ranch, California.

  
Jackie Rodriguez